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Entered on Docket

June 10, 2021

EDWARD J. EMMONS, CLERK
U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA



Signed and Filed: June 10, 2021

DENNIS MONTALI
U.S. Bankruptcy Judge

14
15 **UNITED STATES BANKRUPTCY COURT**
16 **NORTHERN DISTRICT OF CALIFORNIA**
17 **SAN FRANCISCO DIVISION**

18 In re:

19 **PG&E CORPORATION,**

20 **- and -**

21 **PACIFIC GAS AND ELECTRIC COMPANY,**

22 **Debtors.**

23 Case No. 19-30088 (DM)
Chapter 11
(Lead Case)
(Jointly Administered)

24 **ORDER APPROVING STIPULATION
BY AND BETWEEN REORGANIZED
DEBTORS AND ROGELIO
RAMIREZ LOPEZ**

25 [No Hearing Requested]

26 Affects PG&E Corporation
27 Affects Pacific Gas and Electric Company
28 Affects both Debtors

* *All papers shall be filed in the Lead Case,
No. 19-30088 (DM).*

1 The Court having considered the *Stipulation By and Between Reorganized Debtors and*
2 *Rogelio Ramirez Lopez*, dated May 11, 2021 [Dkt. No. 10640] (the “**Stipulation**”),¹ entered into
3 by PG&E Corporation (“**PG&E Corp.**”) and Pacific Gas and Electric Company (the “**Utility**”),
4 as debtors and reorganized debtors (collectively, the “**Debtors**” and as reorganized pursuant to the
5 Plan, the “**Reorganized Debtors**”) in the above-captioned cases (the “**Chapter 11 Cases**”), and
6 Rogelio Ramirez Lopez (“**Lopez**”); and pursuant to such Stipulation and agreement of the Parties,
7 and good cause appearing,

8 **IT IS HEREBY ORDERED:**

9 1. The Stipulation is approved.

10 2. Lopez shall promptly dismiss the Superior Court Lawsuit with prejudice as against
11 the Utility and the individual employee identified in the Complaint and shall not sue the individual
12 employee identified in the Complaint, or any other current or former employees of either of the
13 Reorganized Debtors or of any affiliated corporate defendant, in the Superior Court Lawsuit or in
14 any other action or proceeding, on any of the claims alleged in the Superior Court Lawsuit, the
15 Complaint, or on any other claims based on or arising from the same or materially the same
16 common nucleus of facts, events, and circumstances alleged in the Superior Court Lawsuit or the
17 Complaint (collectively, the “**Claims**”), whether such claims arose before or after the Petition
18 Date.

19 3. Any proof of claim filed by Lopez in the Chapter 11 Cases based on the Claims shall
20 be deemed timely filed if it is filed within 30 days of the date of the Stipulation (the “**Extended**
21 **Deadline**”), and the Debtors and the Reorganized Debtors shall not object to any such proof of
22 claim filed by the Extended Deadline on the basis of untimeliness or that such claims are barred
23 by the dismissal of the Superior Court Lawsuit.

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¹ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to
28 them in the Stipulation.

4. The Parties expressly agree that the Bankruptcy Court shall have exclusive jurisdiction over the Claims and that any trial of the Claims shall be held in the Bankruptcy Court. In connection with this agreement, Lopez hereby waives his right to a jury trial.

5. Nothing herein is intended, nor shall it be construed, to be:

- a. a waiver by the Debtors or the Reorganized Debtors, as applicable, or any other party in interest of any right to object to any proof of claim filed by Lopez consistent with this Stipulation on any grounds other than the untimely filing thereof, or
- b. a waiver by any party of any claim or defense in the Superior Court Action other than as provided in paragraph 1 above.

6. The Stipulation is binding on the Parties and each of their successors in interest.

7. The Stipulation constitutes the entire agreement and understanding of the Parties relating to the subject matter thereof and shall supersede all prior agreements and understandings relating to the subject matter thereof.

8. The Bankruptcy Court shall retain jurisdiction to resolve any disputes or controversies arising from the Stipulation or this Order.

** END OF ORDER **